

GS2LAW
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Mr. Jason Wiseman
Jason Anarchy Games
43 Skyline Drive
ON L9H 3S3, Canada

October 8, 2018

VIA EMAIL TO: drinkingquest@gmail.com

Re: Breach of the Agreements Between You and Golden Bell

Dear Mr. Wiseman:

This firm represents Golden Bell Studios, LLC (“Golden Bell”), the licensee of the rights from your agreements with Golden Bell Entertainment, LLC, in its various dealings. I write on behalf of Golden Bell to demand that you immediately comply with the obligations set forth in your various contracts with Golden Bell.

As you are aware, on February 12, 2017, you entered into a contract (the “Agreement”) with Golden Bell Entertainment LLC, relating to multiple properties, including, but not limited to, “Pretending to Grownup,” “Parenting,” “Turtles Riding Airships,” and “Webcomic Name Game.” On July 21, 2017, you entered into Addendum 1 to the Agreement. On July 25, 2017, you entered into Addendum 2 to the Agreement. On August 30, 2017, you entered into Addendum 3 to the Agreement (Collectively, the “Agreements”).

Since entering the Agreements, Golden Bell has paid you approximately \$20,000.00 in advances. Further, as part of the Agreements, Golden Bell has paid in excess of \$40,000.00 in shipping costs, thousands in warehousing costs, and tens of thousands in marketing the Works. Golden Bell went as far as granting you a one-time waiver of its option in the game Newfoundland Jam, as a measure of good faith. Last, after you informed Golden Bell that you would like to work on a game based on the TV series Lost, Golden Bell acquired the license in order that you and Golden Bell could collaborate on games together.

Despite Golden Bell having complied with all aspects of the Agreements and acting in good faith beyond the terms of the Agreements, you have breached your obligations in no less than ten ways, including, but not limited to the following.

First, in Section 4(A) of the Agreement, you represented that in relation to any material that you contributed to the Works, defined as “Pretending to Grownup,” “Parenting,” “Turtles Riding Airships,” and “Webcomic Name Game,” as well as spin-offs, tie-ins and other commercial developments, you were the owner of all rights granted to Golden Bell. You also agreed in the same section that you would hold Golden Bell harmless against any damages, including attorneys’ fees sustained by reason of breach of the aforementioned warranty. As you will recall, your various misrepresentations made in conjunction with

artwork for the game Pretending to Grownup resulted in a dispute causing Golden Bell to incur significant costs and legal fees, for which you are liable.

Second, you agreed in 2(E) of the Agreement provides that Golden Bell would exclusively handle all worldwide distribution, production, marketing, reprinting, sales, logistics, warehousing, social media, and publication of the Works. Further, you agreed to transfer ownership and administrative access of all social media accounts and domains to Golden Bell for the Pretending to Grownup and other properties. Golden Bell's entitlement to control of social media for Pretending to Grownup, as well as the other works, was reiterated in Section 2(S) of the Agreement. You have refused to provide Golden Bell with the requisite access to the social media accounts, preventing Golden Bell from promoting the games through social media, breaching your agreement, and causing significant lost revenue. Additionally, you agreed in Section 1(R) of Addendum 2 to the agreement that you would post on the Pretending to Grownup Kickstarter page on Golden Bell's behalf within a reasonable time period. Golden Bell has requested that you post numerous updates but you have failed to do so. Accordingly, Golden Bell hereby demands that you immediately provide Golden Bell with administrative access to all social media and Kickstarter accounts associated with the Works.

Third, you agreed in Section 2(D) of the Agreement, that you would not sell any of the Works, defined as "Pretending to Grownup," "Parenting," "Turtles Riding Airships," and "Webcomic Name Game," as well as spin-offs, tie-ins and other commercial developments, at any shows attended by both you and Golden Bell. Despite agreeing to this, and despite being reminded of this obligation by Golden Bell, you breached Section 2(D) of the Agreement by selling the works at PAX South, PAX East, PAX Unplugged, Gen Con, and Awesome Con. Such competition resulted in significant losses to Golden Bell. Accordingly, Golden Bell hereby demands a full accounting of the number of sales made at each of the aforementioned conventions, as well as payment for the sales made in direct competition with Golden Bell and in direct violation of your contract.

Fourth, as stated in Section 1(I) of Addendum 2, you agreed to modify your royalty structure from a net-sales basis to a net-profit basis. Further, you agreed to waive any advances on future works. Therefore, your demands for payments based on net-sales or for advances run contrary to your agreement and your refusal to complete works on this basis is a breach of contract. As a result of this breach, Golden Bell has been forced to engage outside contractors for the completion of these works, and hereby demands that you immediately reimburse any and all advances paid to you by Golden Bell in relation to incomplete games.

Fifth, in Section 1(M) of Addendum 1, you agreed that you would not make any statements, written or verbal, that defame, disparage or criticize the business reputation, practices, or conduct of Golden Bell. It is my client's understanding that you proactively sought out numerous artists, as well as competitor production companies, and breached this section of the Addendum by disparaging Golden Bell. Golden Bell hereby demands that you immediately cease and refrain from making any comments that explicitly or impliedly disparage, defame, or criticize Golden Bell. Further, should your statements result in any damage, monetary or reputational, to Golden Bell reserves all rights to seek any and all legal remedies available to it.

Finally, the Agreements contain various provisions which entitle Golden Bell to options to handle production, marketing, distribution, etc. of the Works, including affiliated and unaffiliated works. Section 1(B) of Addendum 2 states that Golden Bell shall have the option to produce past, present, and future Works under the same terms as the Agreement and Addendum 1. The terms of this option were further defined in Sections 1(F) and 1(I) of Addendum 2. In addition to Golden Bell's option for future works, you agreed in Section 3(C) of the Agreement that you would submit to Golden Bell any works using characters that appear in the Works for Golden Bell's approval. Last, in Section 1(M) of the Agreement, you agreed that, in the event you created a new work that infringed on the copyright of Golden Bell, you would immediately transfer any and all rights that you have in said work to Golden Bell.

Accordingly, Golden Bell has the exclusive right to produce Heck: A Tiny Card Game, Owlurd, Drinking Quest 5 and any other future games created. Further, prior to launching any Kickstarter campaign for any future Works, Golden Bell must be given administrator access to the campaign and given final editorial approval on the page before launching. Finally, you are required to assign any and all copyrights that you own in these works, in writing, to Golden Bell.

Other breaches include: your submission of incomplete and/or broken games, your missed deadlines for the artwork for Webcomic Name Game, your refusal to deliver the Pretending to Grownup expansion packs, your refusal to allow promotion of Works using your name, your production of unaffiliated works that directly compete with Golden Bell, and others.

On October 1, 2018, Golden Bell contacted you regarding the approval process in anticipation of the launching of the Kickstarter campaign for the game entitled Heck: A Tiny Card Game. The same day, Golden Bell contacted you and Alex Cohen seeking to discuss Golden Bell's option, and your breach of contract related to that option. During a follow-up telephone call, you indicated that you would not be complying with your obligations, including stating to Golden Bell that you would rather lose your house than this game.

It should be made clear that it is not, and never has been, Golden Bell's intent to cut you out of this, or any other game. In Golden Bell's production capacity, as it has done with past projects, it will oversee and finance the promotion, production, and distribution of the game, and you will remain in a pivotal capacity at each of these stages. The goal of the relationship is to ensure, using Golden Bell's contacts and experience, that the game is marketed, produced, and distributed efficiently, effectively, and profitably in order to see the game through to its maximum potential. However, should you seek to circumvent Golden Bell's clear contractual option on this or any other property by, without approval, launching the Kickstarter campaign, directing another to launch the Kickstarter campaign, or taking any other steps to avoid your contractual obligations to Golden Bell, Golden Bell will take legal action against you in order to enforce its rights.

Accordingly, Golden Bell hereby demands that you: (i) immediately contact Golden Bell to discuss remuneration for the costs it incurred as a result the dispute related to the game Pretending to Grownup; (ii) immediately provide Golden Bell with access to any and all social media accounts and Kickstarter campaigns related to Works subject to the Agreements, including, but not limited to Pretending to Grownup, Heck: A Tiny Card Game, Owlurd, Webcomic Name Game, and Parenting; (iii) immediate provide Golden Bell with a full accounting of the number of sales made at each of the aforementioned conventions, as well as payment for the sales made in direct competition with Golden Bell and in direct violation of your contract; (iv) immediately reimburse any and all advances paid to you by Golden Bell in relation to incomplete games; (v) immediately cease and refrain from making any comments that explicitly or impliedly disparage, defame, or criticize Golden Bell; (vi) immediately assign, in writing, any and all copyrights that you own in relation to the Works to Golden Bell; and (vii) not launch the Kickstarter campaign related to the game Heck: A Tiny Card Game until it is approved by Golden Bell pursuant to the terms of the Agreements.

Nothing herein shall constitute a waiver of any of your breaches or any of Golden Bell's rights or remedies.

Yours Sincerely,

/s/
Kevin Kehrli